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** also admitted in Texas

January 14, 2021

Mr. Bob McAnelly
Chairman, Louisiana Board of Ethics
Louisiana Ethics Administration Program
P.O. Box 4368
Baton Rouge, Louisiana 70821

Re: Request for Advisory Opinion for the Calcasieu Parish Police Jury

Dear Mr. McAnelly:

I serve as General Counsel for the Calcasieu Parish Police Jury ("CPPJ"). In this capacity, I submit this request for an advisory opinion from the Louisiana Board of Ethics ("Board").

The CPPJ intends to replace two (2) existing timber bridges on Farm Road in Calcasieu Parish, Louisiana, due to structural deficiencies of the bridges. The replacement project will be managed by the CPPJ's Division of Engineering and Public Works.

The improvements associated with the replacement of the bridges will require the CPPJ to obtain additional right of way on both sides of the bridges along Farm Road. That right of way acquisition will impact nine (9) parcels of property owned by multiple individuals.

One (1) of the parcels impacted by this bridge replacement project is owned by Cheryl Francois Derouen, the wife of Bryan Derouen, a current CPPJ employee within the Division of Engineering and Public Works. Mr. Derouen is a construction inspector for the CPPJ but is not involved in defining required right of way takings nor assigned to bridge projects. The acquisition of a small portion of the parcel owned by Mrs. Derouen by the CPPJ cannot be avoided. Mrs. Derouen's property is too close to one (1) of the bridges being replaced, and diversion of the roadway to avoid Mrs. Derouen's property is not possible.

To not run afoul of the rules prohibiting transactions with employees, the CPPJ now seeks an opinion from the Board for guidance. The CPPJ has contemplated the provision of additional safeguards in the acquisition of Mrs. Derouen's property to include other persons, such as additional CPPJ employees or attorneys, to oversee the acquisition. The CPPJ has also considered initiating an expropriation proceeding, thereby allowing the 14th Judicial District Court, Calcasieu Parish, Louisiana, to possibly approve the acquisition.

Letter to Mr. Bob McAnelly
January 14, 2021
Page 2

To assist in the Board's review of this matter, I have included information provided by the CPPJ's Division of Engineering Public Works. I have also included maps and diagrams of the area impacted by the bridge replacement project, depicting the locations of the bridges being replaced and Mrs. Derouen's property.

I await the Board's advice. In the meantime, if I can provide additional information or assistance, please let me know.

With kindest personal regards, I remain

Sincerely,

PLAUCHE, SMITH & NIESET, L.L.C.

A handwritten signature in black ink, appearing to read 'S. Gabb', written over the printed name.

SAMUEL B. GABB

SBG/sld
Enclosures



EXHIBIT A - VICINITY MAP



Road Improvements

Bridges

Street Centerlines



EXHIBIT B - PROJECT GENERAL LAYOUT

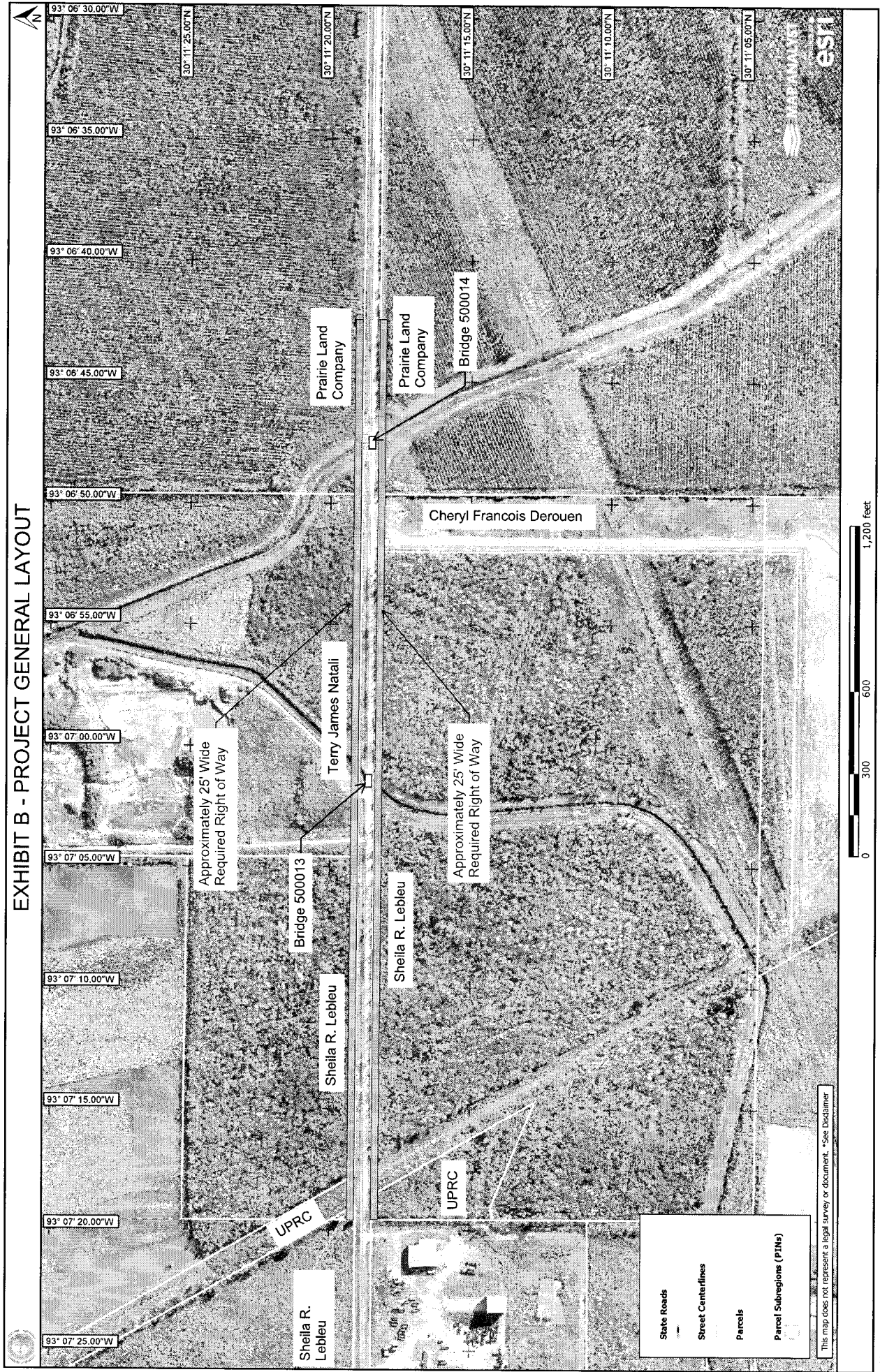


EXHIBIT C - DEROUEN PROPERTY
TITLE REPORT

Calcasieu Parish Recording Page

H. Lynn Jones II
Clerk of Court
P.O. Box 1030
Lake Charles, LA 70602
(337) 437-3550

Received From :
ARABIE, BRIAN W (1600)
P. O. DRAWER 3004
LAKE CHARLES, LA 70602

First VENDOR
MOTT, SANDRA KAYE FRUGE ORTEGO

First VENDEE
DEROUEN, CHERYL FRANCOIS

Index Type : CONVEYANCES
Type of Document : EXCHANGE

File Number : 3230143

Recording Pages : 8

Book : 4116 Page : 606

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
Calcasieu Parish, Louisiana

On (Recorded Date) : 05/25/2016

At (Recorded Time) : 3:21:29PM



Deputy Clerk



Doc ID - 031381570008

Return To : ARABIE, BRIAN W (1600)
P. O. DRAWER 3004
LAKE CHARLES, LA 70602

Do not Detach this Recording Page from Original Document

71
16

STATE OF LOUISIANA
PARISH OF CALCASIEU

:
:
:

ACT OF EXCHANGE

BE IT KNOWN, before the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

SANDRA KAYE FRUGE ORTEGO MOTT, SHEILA RICHARD LEBLEU, BRENDA LEBLEU RUSHING, MARTIN OTTO LEBLEU, SUSAN RAE PARKER WEAVER, and THE UNOPENED SUCCESSION OF MICHAEL MARTIN PARKER, represented herein through its duly appointed curator; hereinafter collectively referred to as "Lebleu Heirs;"

and

CHERYL FRANCOIS DEROUEN, (SSN: XXX-XX-9045), also known as "Cheri Derouen" a resident of Calcasieu Parish, Louisiana, married to Bryan Derouen, but herein dealing in her separate paraphernal property, under her separate administration and control, acquiring with her separate funds, whose mailing address for tax purposes is 2637 Walden Drive, Lake Charles, Louisiana 70607, hereinafter referred to as "Derouen",

who declared as follows:

WHEREAS, Derouen owns an enclosed estate – property having no access to a public road;

WHEREAS, pursuant to Louisiana Civil Code Articles 689 and 692 an enclosed estate is entitled to a right of passage over a neighboring estate to access the nearest public roadway;

WHEREAS, the Lebleu Heirs own the property lying between the Derouen property and Farm Road, the nearest public road;

WHEREAS, Derouen filed an action styled, *Cheri Derouen v. Union Pacific Railroad, et. al.*; No. 2015-2030; in the 14th Judicial District Court of Calcasieu Parish, Louisiana (the "Lawsuit") to secure access to her enclosed estate pursuant to law;

WHEREAS, pursuant to the findings and rulings of the court, Judgments have been entered recognizing that the Lebleu Heirs are obligated to provide a right of access across their property in favor of the Derouen property;

WHEREAS, Derouen would be obligated to pay the Lebleu Heirs for the aforementioned right of access; and,

WHEREAS, due to an existing servitude for a powerline right of way along burdening the Lebleu property along its eastern boundary and Lebleu's concerns about dividing their property with another servitude in favor of Derouen and due to a bona fide dispute over the value

of the land to be burdened with the right of access, the Parties have agreed to make an exchange of property as provided herein:

NOW THEREFORE, the Parties hereto declare that, for and in consideration of resolving the dispute and in accordance with the judgments rendered in the Lawsuit and in consideration of the agreements made herein, the said "Lebleu Heirs" do transfer, set over and deliver with all legal warranties, and with full guarantee against all mortgages, claims, alienations or encumbrances whatsoever unto the said "Derouen," all of their right, title, and interest in and to the following described property:

The east two hundred ten (210') feet of the North Half of the Northeast Quarter of Section 18, Township 10, Range 7, Calcasieu Parish, State of Louisiana

The above described property is conveyed subject to a predial servitude of passage over the western most ninety (90') foot in favor of the Lebleu Heirs property, more particularly described as:

The North Half of the Northeast Quarter of Section 18, Township 10, Range 7, less and except that portion acquired for a railroad right of way.

The Parties agree that each party shall maintain, repair, clean, replace and keep available, at their respective expense and in proportion to their use, all of the road surfaces, entrances, exits, areas of ingress and egress located within the 90' passageway; and the parties further hereby agree to indemnify, defend and save each other and their assigns harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorney's fees, incurred in connection with or arising out of the use of the 90' passageway by the Parties or their invitees.

The said "Derouen" does transfer, set over and deliver with all legal warranties, and with full guarantee against all mortgages, claims, alienations or encumbrances whatsoever unto the said "Lebleu Heirs" all of her right, title, and interest in and to the following described property:

A strip of land being the north one hundred twenty (120') feet of the South Half of the Northeast Quarter of Section 18, Township 10, Range 7, which lies North and East of the abandoned railroad right of way, LESS & EXCEPT the East two hundred ten (210') feet.

This exchange is made and mutually accepted by the parties hereto, it being agreed and understood that "Derouen" and "Lebleu" each receive properties of equal value, considering that a large portion of the property to be received by Derouen is burdened by an existing powerline right of way. The parties agree that no additional consideration is due to either party. The

transfers made herein are made free from any liens, mortgages or encumbrances whatsoever, with full and general warranty of title, and with full subrogation to all of the rights of warranty, and all other rights as held by the respective parties. The Parties hereto further declare that it is not their intention to create a vendor's lien, *stipulation pour autri* or resolutive condition by this instrument and if the same is deemed to have been created it is hereby waived, relinquished and renounced. As to the properties received by each party, that party assumes ad valorem tax liabilities for the current year. Appearers recognize that, except to the extent separately certified in writing, no title examination of said property has been performed by any undersigned Notary nor does Notary have any knowledge of the value assigned.

It is expressly the intention of the Parties to provide Derouen with ownership of a tract of property to allow access to Farm Road and to compensate the Lebleu Heirs with a tract of property on the northern border of the enclosed estate and with a ninety (90') foot wide servitude over the western portion of the property conveyed to Derouen. If the immovable properties described hereinabove are misidentified and/or contain clerical errors the parties agree to correct this instrument to correctly describe and identify the properties exchanged and the location of the servitude in favor of the Lebleu Heirs.

IN TESTIMONY WHEREOF, witnessed the signature of said parties at Lake Charles, Louisiana, in the presence of me, Notary, and the undersigned competent witnesses, on this 21st day of April, 2016.

WITNESSES:

GRANTOR:

Catherine Eberhart

Sandra Kaye Fruge Ortego Mott
SANDRA KAYE FRUGE ORTEGO MOTT

William H. Mott

[Signature]
NOTARY PUBLIC

IN TESTIMONY WHEREOF, witnessed the signature of said parties at Lake Charles,
Louisiana, in the presence of me, Notary, and the undersigned competent witnesses, on this 28th
day of APRIL, 2016.

WITNESSES:

GRANTOR:

Kelsi Leger
Kelsi Leger

Sheila R. Lebleu
SHEILA R. LEBLEU

Cynthia P. Honore
Cynthia P. Honore

Bart R. Yack
NOTARY PUBLIC
BART R. YACK
LA BAR 28818
Commission 12 for life.

IN TESTIMONY WHEREOF, witnessed the signature of said parties at Lake Charles,
Louisiana, in the presence of me, Notary, and the undersigned competent witnesses, on this ____
day of _____, 2016.

WITNESSES:

GRANTOR:

MARTIN O. LEBLEU

NOTARY PUBLIC

IN TESTIMONY WHEREOF, witnessed the signature of said parties at Lake Charles,
Louisiana, in the presence of me, Notary, and the undersigned competent witnesses, on this 30th
day of May, 2016.

WITNESSES:

GRANTOR:

Catherine Eberhardt

Susan Rae Parker Weaver
SUSAN RAE PARKER WEAVER

Valerie M. Myers

Sheila R. Lebleu
NOTARY PUBLIC

IN TESTIMONY WHEREOF, witnessed the signature of said parties at Lake Charles,
Louisiana, in the presence of me, Notary, and the undersigned competent witnesses, on this ____
day of _____, 2016.

WITNESSES:

GRANTOR:

SHEILA R. LEBLEU

NOTARY PUBLIC

IN TESTIMONY WHEREOF, witnessed the signature of said parties at Lake Charles,
Louisiana, in the presence of me, Notary, and the undersigned competent witnesses, on this 16
day of May, 2016.

WITNESSES:

GRANTOR:

[Signature]

[Signature]
MARTIN O. LEBLEU

Catherine Eberol

Jessica B. Bunt
NOTARY PUBLIC

IN TESTIMONY WHEREOF, witnessed the signature of said parties at Lake Charles,
Louisiana, in the presence of me, Notary, and the undersigned competent witnesses, on this ____
day of _____, 2016.

WITNESSES:

GRANTOR:

SUSAN RAE PARKER WEAVER

NOTARY PUBLIC

IN TESTIMONY WHEREOF, witnessed the signature of said parties at Lake Charles,
Louisiana, in the presence of me, Notary, and the undersigned competent witnesses, on this 16th
day of May, 2016.

WITNESSES:

Andi Drost

Catherine Gersh

GRANTOR:

Brenda L. Rushing
BRENDA L. RUSHING

[Signature]
NOTARY PUBLIC

IN TESTIMONY WHEREOF, witnessed the signature of said parties at Lake Charles,
Louisiana, in the presence of me, Notary, and the undersigned competent witnesses, on this 20th
day of May, 2016.

WITNESSES:

Kelly Riestert

HA

GRANTOR:

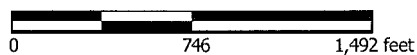
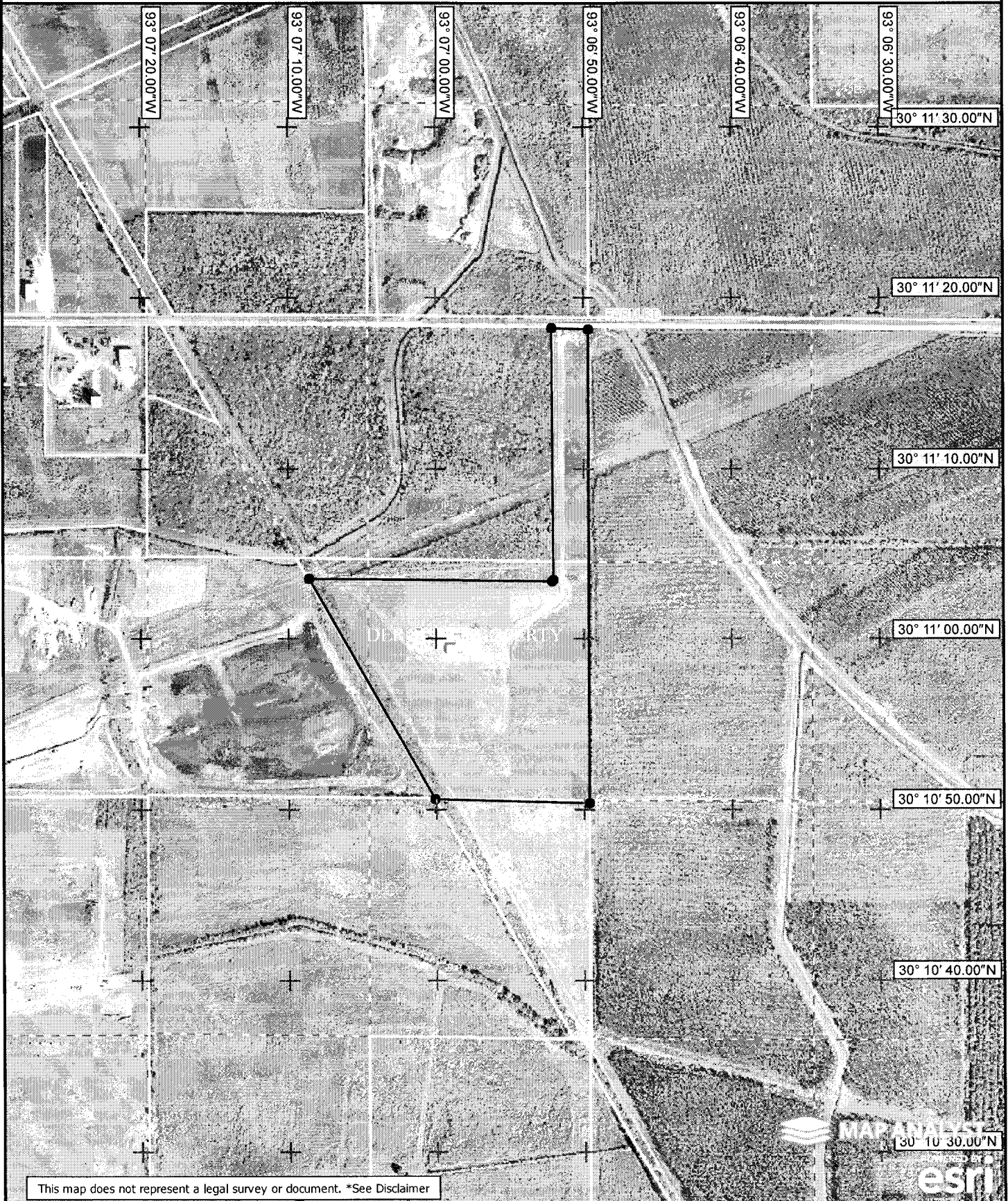
[Signature]
THE UNOPENED SUCCESSION OF
MICHAEL MARTIN PARKER
By its duly appointed Curator:

Steven Coward #26006
1032 Ryan Street
Lake Charles, LA 70601
Telephone: (337) 436-1718

[Signature]
NOTARY PUBLIC #142627



DEROUEN PROPERTY - FARM ROAD



Scalebar accurate at map center

Tracy Barker (Ethics)

From: David Bordelon
Sent: Friday, January 15, 2021 11:09 AM
To: Kathleen Allen
Cc: Tracy Barker (Ethics)
Subject: FW: Potential Ethics Issue.
Attachments: 1.14.21 lt McAnelly.pdf; Farm Road Derouen Property Details - (clean).docx; DEROUEN PROPERTY EXHIBITS.PDF; DEROUEN PROPERTY PLAT - FARM ROAD.PDF

Another Advisory Opinion request incoming to docket.

David M. Bordelon
Staff Attorney
Louisiana Board of Ethics
Lasalle Building, 10th Floor
617 N. Third Street (70802)
P.O. Box 4368 (70821)
Baton Rouge, Louisiana
Direct: 225.219.5605
Office: 225.219.5600
Toll Free: 1-800-842-6630

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From: Sam Gabb <SGabb@psnlaw.com>
Sent: Friday, January 15, 2021 10:55 AM
To: David Bordelon <David.Bordelon@la.gov>
Subject: RE: Potential Ethics Issue.

EXTERNAL EMAIL: Please do not click on links or attachments unless you know the content is safe.

David,

I will be forwarding the attached request and related materials to the Board, seeking an advisory opinion on behalf of the CPPJ.

Thanks again. Have a good weekend.

Sam

From: David Bordelon [mailto:David.Bordelon@la.gov]
Sent: Monday, January 11, 2021 10:37 AM
To: Sam Gabb <SGabb@psnlaw.com>
Subject: RE: Potential Ethics Issue.

Sam,

Attached are some prior Advisory Opinions for situations you've described. Generally, Section 1113A prohibits transactions with an employee's agency. However, since La. R.S. 19:2 requires the governmental entity to negotiate in good faith prior to the expropriation process, the Board has allowed the governmental entity to negotiate with an employee or elected official as part of this issue.

The other issue to be aware of is Section 1112A, which prohibits the employee from participating in his public capacity, in any transaction in which he may have a substantial economic interest. I think you're safeguards mentioned would probably prevent this issue.

I do want to be clear that this is informal advice. You should have the Parish and the employee submit an advisory opinion request with the specifics just in case anyone questions the process.

David M. Bordelon
Staff Attorney
Louisiana Board of Ethics
Lasalle Building, 10th Floor
617 N. Third Street (70802)
P.O. Box 4368 (70821)
Baton Rouge, Louisiana
Direct: 225.219.5605
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From: Sam Gabb <SGabb@psnlaw.com>
Sent: Monday, January 11, 2021 9:46 AM
To: David Bordelon <David.Bordelon@la.gov>
Subject: Potential Ethics Issue.

| |
|---|
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David,

I appreciate your time this morning. As I had indicated, I serve as General Counsel to the Calcasieu Parish Police Jury ("CPPJ"), and I was hoping for some guidance on a potential ethics issue.

The CPPJ is currently engaged in the replacement of a bridge in Calcasieu Parish, Louisiana. As part of that project, a significant amount of right-of-way must be obtained. One (1) of the many property owners that small portions of property must be obtained is an employee of the CPPJ. That employee's property must be obtained to allow the project to proceed.

To not run afoul of the rules prohibiting transactions with employees, the CPPJ intends to place additional safeguards in the acquisition of the property. Those safeguards will include (i) the use of additional personnel to review the transaction and (ii) more than one (1) appraisal of the property, with the owner being bound by the lesser appraisal amount. [Another alternative being considered is the expropriation of the property to allow a court to oversee the transaction, but I am hoping that can be avoided.].

In any event, any insight or thoughts you might have would be greatly appreciated. Thanks again.

Sam

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